Debt	or 1	Belinda First Name	Lacole Middle Name	Spencer any	Check if this amende confirmation hearing Check if this amende			
Debt	or 2				oonse to an initial de			
	use, if filing	First Name	Middle Name	Last Name		d as an initial denial.		
Unite	ed States B	ankruptcy Court for the:	Ea		the sections which is amended plan:	nave been changed by		
	e number lown)							
TXE	B Loc	al Form 3015-	<u></u> <u>а</u>					
			CH	HAPTER 13 PLAN				
						Adopted: Dec 2017		
Part	1: Notic	es						
To Do	ebtor ¹ :	in some cases, but the circumstances. Wher (matrix) of creditors Certificate of Services	ne presence of ar n you file this Pla as constituted be affixed to this o	en seeking an initial confirmation order. It sets notion on the form does not indicate that the an, you must serve a copy of it upon each pay the Court on the date of service and evide document that attaches a copy of the matrix vailable under the "Reports" tab of the CM-E	option is appropriate rty listed on the mas nce that service thro of creditors which ye	in your ster mailing list ough a		
To C	reditors:	Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated.						
		You should read this Plan carefully and discuss it with your attorney if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one.						
		confirmation of this Placonfirmation hearing. period may be extended	an. An objection t That date is listed ed to 7 days prior	t of your claim as outlined in this plan, you or to confirmation must be filed at least 14 days d in ¶ 9 of the <i>Notice of Chapter 13 Bankrupte</i> or to the confirmation hearing under the circums without further notice if no objection to confirm	before the date set for Case issued in this stances specified in L	or the plan case. The objection		
		proof of claim in order	r to be paid unde ed in this case. D	the Debtor's matrix of creditors or in the Debtor this Plan. The deadline for filing claims is list disbursements on allowed claims will begin on the See § 9.1.	ed in ¶ 8 of the <i>Notic</i>	e of Chapter 13		
				ach line to state whether or not the plan incluing if both boxes are checked, the provision will				
1.1	property		r such claim, as se	hrough a final determination of the value of et forth in § 3.10 of this Plan, which may result in a creditor.	☐ Included	√ Not Included		
1.2	Avoidand § 3.9 of the		onpossessory, nor	npurchase-money security interest, as set forth in	☐ Included	√ Not Included		
1.3		termination and removal	of lien based upo	on alleged unsecured status of claim of lienholder,	☐ Included	₩ Not Included		

For amended plans only:

The use of the singular term "Debtor" in this Plan includes both debtors when the case has been initiated by the filing of a joint petition by spouses.

1.4	Nonstand	ard provisions as set forth in Part 8.	☐ Included	☑ Not Included				
Part	2: Plan P	ayments and Length of Plan						
2.1	The applicable commitment period for the Debtor is36 months.							
2.2	Payment	Schedule.						
	Unless the Court orders otherwise, beginning on the 30 th day after the Petition Date ² or the entry date of any order converting this case to Chapter 13, whichever is later, the Debtor will make regular payments to the Trustee throughout the applicable commitment period and for such additional time as may be necessary to make the payments to claimants specified in Parts 3 through 5 of this Plan (the "Plan Term"). The payment schedule shall consist of:							
	² T	he use of the term "Petition Date" in this Plan refers to the date that the Debtor filed the voluntary petition in this	case.					
	-		onths.					
	☐ Variable Payments: The Debtor will pay make variable plan payments throughout the Plan Term. The proposed schedule for such variable payments are set forth in Exhibit A to this Order and are incorporated herein for all purposes.							
2.3	Mode of Payment. Regular payments to the Trustee will be made from future income in the following manner: [Check one]							
	☐ Debtor will make payments pursuant to a wage withholding order directed to an employer.							
	☑ Debtor will make electronic payments through the Trustee's authorized online payment system.							
	☐ Debtor will make payments by money order or cashier's check upon written authority of the Trustee.							
	☐ Debtor will make payments by other direct means only as authorized by motion and separate court order.							
2.4	Income t	ax refunds.						
	In addition	n to the regular monthly payments to the Trustee, and in the absence of a court order to	the contrary, the D	Debtor is required to:				
	(1)	supply a copy of each federal income tax return, including all supporting schedules, fil to the Trustee within 14 days of filing the return; and	led during the Plan	Term				
	(2)	remit to the Trustee within 14 days of receipt all federal income tax refunds received by plan term which will be added to the plan base; provided, however, that the Debtor may refund up to \$2,000.00 in the aggregate on an annual basis if the Debtor is current on to the Trustee under this Plan at the time of the receipt of such tax refund.	ay retain from each	such				
	The Debte term.	or hereby authorizes the Trustee to endorse any federal income tax refund check made	payable to the De	otor during the plan				

Case number ____

2.5		litional payments. eck one] None. If "None" is checked, the rest of § 2.5 need not be completed.
2.6	The refun	n Base. total amount due and owing to the Trustee under §§ 2.2 and 2.5 is\$27,000.00 which, when combined with any income tax and so due to the Trustee under § 2.4, any litigation proceeds due to the Trustee under § 9.3, and any other funds received by the tee on the Debtor's behalf during the Plan Term, constitutes the "Plan Base."
Part	3: Tı	reatment of Secured Claims
3.1	Posi	t-Petition Home Mortgage Payments. [Check one] No Home Mortgage. If "No Mortgage" is checked, the remainder of § 3.1 and § 3.2 need not be completed. Home Mortgage Maturing Before or During Plan Term. If "Mortgage Maturing" is checked, the claim will be addressed in § 3.4. The remainder of § 3.1 and § 3.2 need not be completed.
3.2		ing Defaults and Maintenance of Direct Payment Obligations. [Check one] None. If "None" is checked, the remainder of § 3.2 need not be completed.
	arisir rema docu Clain The below Bank over	Cure Claims. On the Petition Date, the Debtor was delinquent on payments to satisfy certain secured claims or upon obligations and under an executory contract or an unexpired lease that the Debtor has elected to assume under § 6.1 of this Plan. While along current on all direct payment obligations (future installment payments) as each comes due under the applicable contractual aments during the plan term (a "DPO"), the Debtor shall cure all such delinquencies through the Plan as listed below (a "Cure m"). Each listed claim constitutes a separate class. The total amount of each allowed Cure Claim will be paid in full by the Trustee. Trustee is authorized to initiate monthly payments on an interim basis based upon the projected amount of each Cure Claim listed w until such time as the allowed amount of each Cure Claim is established by the filing of a proof of claim in accordance with the kruptcy Rules. The amount listed in that proof of claim, or the final determination by the Court of any objection thereto, shall control any projected Cure Claim amount listed below. No interest will be paid on any Cure Claim in the absence of documentary proof the applicable contractual documents entitle the claimant to receive interest on unpaid interest.
	distri stay Cure the s Plan Plan	e automatic stay is terminated as to the property for which a Cure Claim exists at any time during the Plan Term, the next ibution by the Trustee on such Cure Claim shall be escrowed pending any possible reconsideration of the stay termination. If the termination is reversed by agreement or by court order, then the single escrowed distribution shall be released to the holder of the claim and regular distributions on that Cure Claim shall be reinstituted. In the event that the stay termination remains in effect on second distribution date after the stay termination, the escrowed funds shall be released for distribution to other classes under this and the Cure Claim shall thereafter be addressed solely under applicable state law procedures and will no longer be treated by the . The completion of payments contemplated in this subsection constitutes a cure of all defaults of the Debtor's obligation to each diclaimant.

Case number __

Claimant Collateral/Property/Contract Description	Debtor's DPO Amount	Projected Cure Claim Amount	Plan Interest Rate	Projected Monthly Payment by Trustee	Projected Total Cure Payment by Trustee		
Cameron Creek Owner, LLC	\$2,100.00	\$2,500.00	0.00%	Pro-Rata	\$2,500.00		
□ Debt Maturing During Plan Term. □ Debt Maturing After Completion of Plan Term. □ Curing Assumed Executory Contract or Lease Obligation Pursuant to § 6.1. Collateral Description Residential Lease - Apartment							
Insert additional claims as needed.							
None. If "None" is checked, the remainder of § 3.3 need not be completed. 3.4 Secured Claims Subject to § 506 Bifurcation. [Check one] None. If "None" is checked, the remainder of § 3.4 need not be completed. 2 Claims Subject to Bifurcation. The secured portion of each claim listed below (a "506 Claim") is equivalent to the lesser of: (1) the value of the claimant's interest in the listed collateral or (2) the allowed amount of the claim. Each listed 506 Claim constitutes a separate class. Each 506 Claim will be paid by the Trustee with post-confirmation interest accruing from the Effective Date of the Plan at the plan rate stated below. If a 506 Claim is established as an oversecured claim, its holder is entitled to an additional component of pre-confirmation interest calculated at the contract rate and payable for the period from the Petition Date to the earlier of: (1) the Effective Date of the Plan, or (2) the date upon which the aggregate of such interest, plus the allowed amount of the 910 Claim, exceeds the value of the collateral. Such holder is responsible for establishing the oversecured amount and the applicable contract rate by sufficient evidence that is either satisfactory to the Trustee or otherwise by court order. Based upon the Debtor's election to retain certain personal property that serves as collateral for a 506 Claim, adequate protection payments in an initial amount calculated pursuant to LBR 3015(c)(1) shall be paid by the Debtor to the Trustee beginning in Month 1 of the Plan for the benefit of holders of allowed 506 Claims secured by personal property as authorized by § 1326(a)(1)(C) and LBR 3015(c). Such payments shall be held by the Trustee solely for the benefit of the affected secured creditor to the absolute exclusion of the Debtor and all other parties and shall be tendered by the Trustee at the earliest practicable time to holders of allowed 506 Claims secured by personal property as listed below, notwithstanding any failure by the Debtor to achieve confirmation of this Cha							

Case number ___

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1)ehtor	Spencer,	Dellilua	Lacule

Case number
Case number

Unless the Debtor invokes § 3.10 of this Plan to obtain a final valuation determination at the confirmation hearing regarding any listed 506 Claim, or an agreement with the holder of any listed 506 Claim regarding the value of its collateral is otherwise incorporated into the confirmation order, the value of collateral securing each 506 Claim is not finally determined upon the confirmation of this Plan. Upon confirmation of this Plan, however, the Trustee is authorized to initiate monthly payments on an interim basis based upon the projected Collateral Value of each 506 Claim as listed below until such time as the allowed amount of each such 506 Claim is established by the filling of a proof of claim in accordance with the Bankruptcy Rules. The amount listed in that proof of claim, or the final determination by the Court of any objection thereto, or the subsequent entry of an order granting a separate motion for valuation of collateral pursuant to § 506 and Bankruptcy Rule 3012, shall control over any projected Collateral Value amount listed below.

If the automatic stay is terminated as to the property securing a 506 Claim at any time during the Plan Term, the next distribution by the Trustee on such 506 Claim shall be escrowed pending any possible reconsideration of the stay termination. If the stay termination is reversed by agreement or by court order, then the single escrowed distribution shall be released to the holder of the 506 Claim and regular distributions on that 506 Claim shall be reinstituted. In the event that the stay termination remains in effect on the second distribution date after the stay termination, the escrowed funds shall be released for distribution to other classes under this Plan and the 506 Claim shall thereafter be addressed solely under applicable state law procedures and will no longer be treated by the Plan.

Claimant Collateral Description	Adequate Protection Payment	Total Claim Amount	Collateral Value	Plan Interest Rate	Equal Monthly Payment by Trustee	Projected Total Payment by Trustee
OWINGS AUTO CENTERS Collateral Description 2015 Ford Fusion		\$8,364.00	\$3,630.00	9.50%	Pro-Rata	\$4,560.43
REGIONAL ACCEPTANCE CO Collateral Description 2017 INFINITI QX30		\$22,867.00	\$9,950.00	9.50%	Pro-Rata	\$12,500.35

Insert additional claims as needed.

3.5 Direct Payment of Secured Claims Not in Default. [Check one]

V

None. If "None" is checked, the remainder of § 3.5 need not be completed.

3.6 Surrender of Property. [Check one]

V

None. If "None" is checked, the remainder of § 3.6 need not be completed.

3.7 Lien Retention.

The holder of a lien securing payment of a claim addressed in §§ 3.1 or 3.2 of this Plan shall retain its lien until the indebtedness secured by such lien is totally satisfied as determined under applicable non-bankruptcy law. The holder of a lien securing payment of any other allowed secured claim that is governed by this Plan shall retain its lien until the earlier of: (1) the total satisfaction of the indebtedness secured by the lien as determined under applicable non-bankruptcy law; or (2) the entry of a discharge order in favor of the Debtor under § 1328(a). In each instance, the provisions of this subsection may be superseded by a subsequent order of the Court.

ebtor Spencer, Belinda Lacole	Case number
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3.8 Maintenance of Insurance and Post-Petition Taxes Upon Retained Collateral.

For all property that secures the payment of an indebtedness and which is proposed to be retained by the Debtor under this Plan, the Debtor must maintain insurance coverage as required either by the applicable contractual documents governing the indebtedness or as may be directed by the Trustee. The Debtor must also pay all *ad valorem* taxes on property proposed to be retained by the Debtor under this Plan as they come due in the post-petition period. Such payment shall be tendered to the appropriate taxing authorities in accordance with applicable non-bankruptcy law on or before the last date on which such taxes may be paid without penalty.

3.9 Lien Avoidance. [Check one]

Mone. If "None" is checked, the remainder of § 3.9 need not be completed.

3.10 Rule 3012 Valuation of Collateral. [Check one]

✓ None. If "None" is checked, the remainder of § 3.10 need not be completed.

3.11 Lien Removal Based Upon Unsecured Status. [Check one]

✓ None. If "None" is checked, the remainder of § 3.11 need not be completed.

Part 4: Treatment of Administrative Expenses, DSO Claims and Other Priority Claims

4.1 General

All allowed priority claims, other than those particular domestic support obligations treated in § 4.5, will be paid in full without post-confirmation interest. Where applicable, the Trustee is authorized to initiate monthly payments on an interim basis based upon the projected amount of each priority claim listed below until such time as the allowed amount of each priority claim is established by the filing of a proof of claim in accordance with the Bankruptcy Rules. The amount listed in that proof of claim, or the final determination by the Court of any objection thereto, shall control over any projected priority claim amount listed below.

4.2 Trustee's Fees.

The Trustee's fees are fixed by the United States Trustee pursuant to the provisions of 28 U.S.C. § 586(e)(2) and, pursuant thereto, shall be promptly collected and paid from all plan payments received by the Trustee.

1.3	Attorney's Fees.						
	The total amount of attorney's fees requested by the Debtor's attorney in this case is\$5,000.00 . The amount of\$1,147.00 was paid to the Debtor's attorney prior to the Petition Date. The allowed balance of attorney's fees will be paid by the Trustee from the remaining available funds after the payment of required adequate protection payments pursuant to §§ 3.3 and 3.4 of this Plan.						
	The allowed balance of attorney's fees to be awarded to the Debtor's attorney in this case shall be determined by:						
☑ LBR 2016(h)(1); ☐ by submission of a formal fee application.							
	LBR 2016(h)(1): If the attorney's fee award is determined by the benchmark amounts authorized by LBR 2016(h), the total fee shall be the amount designated in LBR 2016(h)(1)(A) unless a certification is filed by the Debtor's attorney regarding the rendition of legal services pertaining to automatic stay litigation occurring during the Benchmark Fee Period outlined in that rule. The Trustee is authorized to make the benchmark fee calculation and to recognize the proper enhancement or reduction of the benchmark amount in this case without the necessity of court order. No business case supplement to the benchmark fee shall be recognized unless a business case designation is granted on or before initial confirmation of the Plan.						
	Fee Application: If attorney's fees are determined by the formal fee application process, such fee application shall be filed no later than 30 days after the expiration of the Benchmark Fee Period outlined in LBR 2016(h)(1). If no application is filed within that period, the determination of the allowed amount of attorney's fees to the Debtor's attorney shall revert to the benchmark amounts authorized by LBR 2016(h)(1) without the necessity of any further motion, notice or hearing and the Trustee shall adjust any distributions in this class accordingly.						
1.4	Priority Claims: Domestic Support Obligations ("DSO"). [Check one]						
	None. If "None" is checked, the remainder of § 4.4 need not be completed.						
1.5	Priority Claims: DSO Assigned/Owed to Governmental Unit and Paid Less Than Full Amount. [Check one]						
	None. If "None" is checked, the remainder of § 4.5 need not be completed.						
1.6	Priority Claims: Taxes and Other Priority Claims Excluding Attorney's Fees and DSO Claims. [Check one]						
	None. If "None" is checked, the remainder of § 4.6 need not be completed.						
Part	5: Treatment of Nonpriority Unsecured Claims						
5.1	Specially Classed Unsecured Claims. [Check one]						
	■ None. If "None" is checked, the remainder of § 5.1 need not be completed.						
5.2	General Unsecured Claims.						
	Allowed nonpriority unsecured claims shall comprise a single class of creditors and will be paid:						
	☐ 100% + Interest at;						
	☐ 100% + Interest at with no future modifications to treatment under this subsection;						
	Pro Rata Share: of all funds remaining after payment of all secured, priority, and specially classified unsecured claims.						

Case number ___

Debto	Spencer, Belinda Lacole	Case number				
	under Part 4 of this Plan and the holders of nonprio approximately Regar	d under Chapter 7 of the Bankruptcy Code, the holders of priority unsecured claims rity unsecured claims under Part 5 of this Plan would be paid an aggregate sum of rdless of the particular payment treatments elected under Parts 4 and 5 of this Plan, aid to the holders of allowed unsecured claims under this Plan will be equivalent to or				
Part 6	Executory Contracts and Unexpired Leases					
 General Rule – Rejection. The executory contracts and unexpired leases of the Debtor listed below are ASSUMED and will be treat as specified in § 3.2 of the Plan. All other executory contracts and unexpired leases of the Debtor are REJECTED. [Check one] None. If "None" is checked, the remainder of § 6.1 need not be completed. 						
	Assumed Contracts/Leases. Current installment payments for any assumed executory contract or unexpired lease agreement constitute a direct payment obligation ("DPO") of the Debtor for which the Debtor shall serve as the disbursing agent. Payments to cure existing arrearages will be disbursed by the Trustee. All claims arising from the assumption of the following executory contracts or unexpired leases will be treated as specified in § 3.2 of the Plan and must be listed therein in order to be assumed.					
	Counterparty Description of Assumed Executory Contract or Leased Property					
Cam	Cameron Creek Owner, LLC Apartment					
Ir	nsert additional agreements as needed.					
Part 7	7: Vesting of Property of the Estate					
7.1	Property of the estate will vest in the Debtor only uporder to the contrary.	pon the entry of an order for discharge pursuant to § 1328, in the absence of a court				
Part 8	3: Nonstandard Plan Provisions					
Unde	None. If "None" is checked, the rest of Part 8 need not be completed. Under Bankruptcy Rule 3015(c), nonstandard provisions must be set forth below. A nonstandard provision is a provision not otherwise included in the Official TXEB Form or any deviation from it. Any nonstandard provision set out elsewhere in this Plan is void. Even if set forth below, any nonstandard provision is void unless the "Included" box is checked in § 1.4 of this Plan.					
Part ⁽	2: Miscellaneous Provisions					
9.1	Effective Date. The effective date of this Plan shall nonappealable order.	be the date upon which the order confirming this Plan becomes a final,				

9.2	Plan Disbursement Order. Unless the Court orders otherwise, d following order: (1) Trustee's fees under § 4.2 upon receipt; (2) a attorney fees under § 4.3; (4) secured claims under §§ 3.2, 3.3 a concurrently; (6) non-DSO priority claims under § 4.6; (7) special claims under § 5.2.	dequate pro	otection payments under currently; (5) DSO priorit	r §§ 3.3 and 3.4; (3) allowed y claims under §§ 4.4 and 4.5		
9.3	Litigation Proceeds. No settlement of any litigation prosecuted beconsent of the Chapter 13 Trustee and, except as otherwise authorney for the Debtor, shall be immediately tendered to the Chapter Debtor, with the remainder of the funds dedicated as an additional contents.	horized by the apter 13 Tru	ne Trustee, all funds rec estee for satisfaction of a	eived by the Debtor, or any		
Part	10: Signatures					
X _s	/s/ C. Daniel Herrin Signature of Attorney for Debtor(s)	Date	07/22/2024	-		
	/s/ Belinda Lacole Spencer Belinda Lacole Spencer	Date	07/22/2024			
X Sign	ature(s) of Debtor(s) (required if not represented by an attorney	Date ; otherwise				
By filing this document, the attorney for the Debtor or any self-represented Debtor certifies to the Court that the wording and order of the provisions in this Chapter 13 plan are identical to those contained in TXEB Local Form 3015-a, other than any nonstandard provisions included in Part 8, and that the foregoing proposed Plan contains no nonstandard provisions other than those included in Part 8.						
Part	11: Certificate of Service to Matrix as Currently Constitute	ed by the C	ourt			
cons	I hereby certify that the above and foregoing document was served upon all of the parities as listed on the attached master mailing (matrix) as constituted by the Court on the date of service either by mailing a copy of same to them via first class mail and/or electronic notification on 07/22/2024 .					
			χ/s/ C.	Daniel Herrin		
			Signature of Attorne	ey for Debtor(s)		

Case number ___

United States Bankruptcy Court Eastern District Of Texas

in re	Spencer, Belinda Lacole		Case No.		
			Chapter	13	
	Debtor(s)				
		CERTIFICATE OF N	IAILING		
The u	ndersigned hereby certifies that a tru	ue copy of the following document(s):			
	vere) mailed to all persons in interes ge prepaid, on07/22/2024	t at the addresses set forth in the exhib	it which is attached hereto,	electronically or by first clas	ss mail,
Dated	: 07/22/2024		/s/ C. Daniel H	errin	
			C. Daniel Herrin		
		D	Debtor or Debtor's(s') Counse	I	
			Sar Number: 24065409		
			lerrin Law, PLLC	0.11	
			2001 N Central Expressway	Suite 920	
			Pallas, TX 75243 Phone: (469) 607-8551		
			mail: ecf@herrinlaw.com		
Atto	rney General Child Support	BANK OF AMERICA	Cameron	Creek Owner, LLC	
	: Bankruptcy Box 12017 Credit Group	PO BOX 982238 EL PASO, TX 79998	5209 Bryan	nt Irvin Rd , TX 76132	
	tin, TX 78711	EL PASO, 1X 79996	Fort Worth	, 17 70132	
	PITAL COMM BANK/TLS	CAPITAL ONE BANK USA		/STRIDE BANK	
	ON UNIVERSITY AVE DVO, UT 84604	PO BOX 31293 SALT LAKE CITY, UT 84131	PO BOX 4	1 / ICISCO, CA 94104	
1100	770, 01 04004	OALI LAKE OITT, OT 04101	OANTIVAL	VOIDOO, OA 34104	
	EDIT COLLECTION SERV	CREDIT ONE BANK NA PO BOX 98875	DEPT OF 121 S 13T	EDUCATION/NELN	
	RWOOD, MA 02062	LAS VEGAS, NV 89193	LINCOLN,		
EEC		EMONEYUSA		GERHUT/WEBBAN	
	7 W 7th St Worth, TX 76102	8700 STATE LINE ROAD LEAWOOD, KS 66206		NEER TRL AIRIE, MN 55347	
7 011	1770m, 1777010£	EE/W000, NO 00200	LDLINFIN		
	ST PREMIER BANK S MINNESOTA AVE	Herrin Law, PLLC 12001 N Central Expressway Suit		evenue Service d Insolvency Operation	
SIO	UX FALLS, SD 57104	Dallas, TX 75243	P.O. Box 7 Philadelph	346 ia, PA 19101-7346	
			i illiadelpii	,	

MERRICK BANK CORP

PO BOX 9201 OLD BETHPAGE, NY 11804

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North Texas Tollway Authority

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ONEMAIN

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OPENSKY CAPITAL BANK

1900 CAMPUS COMMONS DR S RESTON, VA 20191

OWINGS AUTO CENTERS

519 E DIVISION ST ARLINGTON, TX 76011

REGIONAL ACCEPTANCE CO

970 N COIT RD RICHARDSON, TX 75080

SELF FINANCIAL/LEAD BA

1801 MAIN ST KANSAS CITY, MO 64108

TELECOM SELFREPORTED

PO BOX 4500 ALLEN, TX 75013

TOTAL VISA/TBOM/VT

10182 TELESIS CT STE 300 SAN DIEGO, CA 92121

UNITED REVENUE

204 BILLINGS ST STE 120 ARLINGTON, TX 76010

UTILITY SELFREPORTED

PO BOX 4500 ALLEN, TX 75013

WILLIAMS & FUDGE INC

PO BOX 266 ROCK HILL, SC 297316266